UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

10.4

UNITED STATES OF AMERICA,

Civil Action No. H-79-704

Plaintiff,

:

-vs-

AFFIDAVIT

SOLVENTS RECOVERY SERVICE OF NEW ENGLAND AND LORI ENGINEERING COMPANY.

Defendent

I, Stanley Kovell, first being duly sworn, depose and say as follows:

- 1. Since July, 1979, I have been employed in the Washington, D.C. office of the United States Environmental Protection Agency as the Chief, Special Services Branch, Hazardous Response Support Division, Office of Solid Waste and Emergency Response. My duties in this position are to manage the EPA program that provides chemical analysis services through contracts with a number of laboratories. EPA uses Viar, Inc as a contractor to manage the flow of samples between EPA field operations and the contract analytical laboratories. I manage the performance of both Viar and the contract analytical laboratories.
- 2. In this capacity, I performed work on the case of U.S. vs. Solvents Recovery Service of New England. My work on this case has included review and approval of vouchers for analysis of samples taken in this case, in addition to general management of the entire program.
- 3. The attached documents detail the costs incurred under contracts with MeadCompuChem and Versar Laboratories, Inc under the assigned case numbers 529 and 583 and the listed sample numbers. The chart labeled "Attachment 1" lists the case and sample numbers assigned to the samples at the time they were taken. The chart also lists the invoice numbers for these samples. A Type 1 invoice is an invoice paying 85% of the costs of analysis pending review of the file for accomplishment of contractural responsibilities. A Type 2 invoice is an invoice paying the remaining 15% of the costs minus penalties for late reporting. The adjustment column lists the late report penalty subtracted from the original invoiced amount. Total sample price is the total amount paid for the analysis of the sample. The "TOTAL" includes the analytical costs plus the the sample management costs to Viar, Inc. " GRAND TOTAL" is the total of all costs to the government for analysis of these samples. Attachment 2 includes the invoices for the samples listed in Attachment 1.
- 4. The total espenses to the government for the work described in item 3 above was \$6,145.87.



Further, Affiant sayeth not.
Stanley P. Kovell
Subscribed and sworn to before me this 2/2 day of 0.000, 1982
Babu n. Detrek
Notary Public
My commission expires on My Commission Expires March 14, 1987

DISTRICT OF COLUMBIA